

SETTLEMENT AGREEMENT - FLSA CLAIMS

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this the 15th day of December, 2015, by and between Mi Sun Chun (hereinafter referred to as "Plaintiff" or "Claimant") and including the individuals and entities defined as "Plaintiff or Claimant" in section 1A below, Georgia Christian University, Inc. and Dr. Paul Kim (hereinafter referred to as "Defendants or Respondents") and including the individuals and entities defined as "Defendants or Respondents" in Section 1B. Mi Sun Chun, Georgia Christian University, Inc. and Dr. Paul Kim are referred to collectively, hereinafter, as the "Parties."

WHEREAS, Plaintiff began working at Georgia Christian University, Inc. as an Assistant Professor and Acting Dean of Music in August of 2012; and

WHEREAS, the Parties agreed that Plaintiff would be paid a salary of \$2,500.00 per month, or \$30,000.00 per year; and

WHEREAS, several disputes have arisen between the parties regarding Plaintiff's employment,

WHEREAS, Plaintiff filed this lawsuit against Defendants on or about April 14, 2015, and filed her Amended Complaint on or about June 3rd, 2015; and

WHEREAS, the Parties hereto have reached a resolution of all disputes and claims between and among them of any kind and character arising out of or in any manner connected directly or indirectly with Plaintiff's employment and affiliation with Georgia Christian University, Inc. and Dr. Paul Kim; and

WHEREAS, the Parties desire to settle all disputes and claims arising out of Plaintiff's employment at Georgia Christian University, Inc. between and among them of any kind

and character arising out of or in any manner connected with Plaintiff's employment and affiliation with Georgia Christian University, Inc. and Dr. Paul Kim; and

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements and conditions contained herein and for other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, Plaintiff does hereby agree and contract as follows:

1. Definitions:

A. All references to Plaintiffs or Claimants shall mean and include Mi Sun Chun and her heirs, successors and assigns.

B. All references to Defendants or respondents shall include Georgia Christian University, Inc. and Dr. Paul Kim, and their heirs, successors and assigns.

2. Warranties:

A. The Plaintiff expressly warrants and represents that she is legally competent to execute this Settlement Agreement.

B. The Plaintiff expressly warrants and represents that she has not assigned, pledged, or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest, or claim which she has or may have against the Defendants or Respondents, and that she is the proper party to receive any settlement Funds.

C. Plaintiff expressly warrants and represents that she has been fully informed and has knowledge of the terms, conditions, and effects of this Settlement Agreement.

D. Plaintiff expressly warrants and represents that she has had the opportunity to seek legal advice and to fully investigate all facts giving rise to the issues presented in the lawsuit, and based upon such investigation, is fully satisfied with the terms, conditions and effects of this Settlement Agreement.

E. Plaintiff expressly warrants and represents that no promises or inducements have been offered or made except as set forth in this Settlement Agreement, and that this Settlement Agreement is executed without reliance upon any statements or representations by the Defendants or Respondents.

F. Plaintiff acknowledges that the Defendants or Respondents expressly rely upon the foregoing representations as a material inducement for entering into this Settlement Agreement.

3. Release:

A. In consideration of the terms, conditions and payments set forth in this Settlement Agreement, the receipt and sufficiency of which Plaintiff expressly acknowledges, Plaintiff does hereby, for herself and her heirs, successors, assigns and legal representatives, fully remise, release and forever discharge the Defendants, and their heirs, executors, administrators, successors, representatives, agents, insurers, trustees, assigns, directors, officers, agents and employees, from any and all claims, actions, causes of action, or liabilities of any kind or nature whatsoever, whether in law or equity, Plaintiff has or may have as of the effective date of this Settlement Agreement, associated with Plaintiff's employment and affiliation at Georgia Christian University, Inc. and Dr. Paul Kim.

B. Further, without in any way affecting the generality of the foregoing, Plaintiff expressly warrants, represents and agrees that this Settlement Agreement represents the compromise of disputed claims and causes of action, that the terms, provisions and payments set forth in this Settlement Agreement are not to be construed as an admission of liability by the Defendants, and that the Defendants expressly deny all liability. This Settlement Agreement in no way prejudices Defendant's rights to deny liability in any claim or suit based on Plaintiff's employment and affiliation with Georgia Christian University, Inc. and Dr. Paul Kim.

4. Consideration:

As consideration for the promises set forth herein (including without limitation Plaintiff's release of Defendants and dismissal of the Civil Action), Plaintiff agrees to accept a payment in the gross amount of \$30,000.00 (Thirty Thousand) dollars. Plaintiff specifically agrees that this amount compensates her for all time worked, liquidated damages, attorney's fees and costs. The payment is to split as follows:

\$18,000.00 to Plaintiff representing unpaid wages and liquidated damages ((\$9,000.00 as wages and \$9,000.00 as liquidated damages)..

\$12,000.00 to The Sharman Law Firm for attorney's fees and costs.

All payments are to be delivered to Plaintiff's counsel, The Sharman Law Firm.

As further consideration for the settlement payment, Plaintiff agrees to the filing of a Joint Motion to Approve Settlement Agreement. Defendants will issue checks for payments referenced above to Plaintiff and Plaintiff's counsel within seven (7) days of the entry of an order granting the Joint Motion to Approve Settlement and approving the Agreement.

5. Attorneys' Fees:

The Parties agree that all attorney's fees, costs and expenses of litigation shall be borne by the respective parties separately and any and all claims for attorney's fees, costs and expenses of litigation against the respective Parties identified in this Settlement Agreement are hereby extinguished and/or relinquished.

6. Scope, Agreement and Successors in Interest:

This Settlement Agreement contains the entire agreement between the parties to this Settlement Agreement with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The terms of this Settlement Agreement are contractual and not a mere recital.

7. Representation of Comprehension of Document:

In entering into this Settlement Agreement, Plaintiff represents that she has relied upon the legal advice of her attorney, who is the attorney of her own choice, that Plaintiff has read the complete terms of this Settlement Agreement and that the terms have been explained to her by her attorney ; that she fully understands these terms, that the amounts stated herein are the sole consideration of the Settlement Agreement, that Plaintiff voluntarily accepts the consideration of the Settlement Agreement, that Plaintiff voluntarily accepts the consideration described herein for the purpose of making a full and final compromise, adjustment and settlement of all claims arising out of the employment and affiliation of Plaintiff with Georgia Christian University, Inc. and Dr. Paul Kim.

8. Construction and Governing Law:

The Parties agree that this Settlement Agreement is to be interpreted and construed in accordance with the laws of the State of Georgia, that the use of the singular herein shall include the plural and the use of the masculine and feminine shall include each other, and that this Settlement Agreement shall be construed most broadly to release every claim related to Plaintiff's employment and affiliation with Georgia Christian University, Inc. and Dr. Paul Kim which Plaintiff has or ever will have against Defendants/Respondents.

9. Indemnification and Hold Harmless:

Plaintiff agrees to indemnify and hold harmless the Defendants/Respondents against any loss, costs, damages, liens, expenses (including Attorney's Fees), or other liability claimed or imposed upon Defendants/Respondents, by reasons of any third person or entity claiming to have an interest in the matters referred to herein, or claiming to be an assignee or subrogee of any of the claims or causes of action mentioned above. Or claiming a right of indemnity against the Defendants/Respondents. Or claiming to have been damaged as a result of the matters referred to herein.

10. Additional Documents:

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

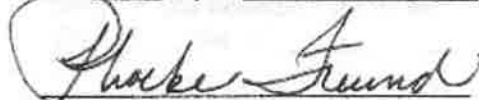
11. Effectiveness:

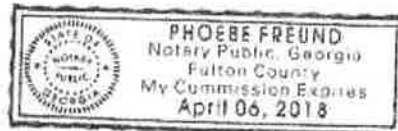
This Settlement Agreement shall become effective following execution by the Parties designated below and payment by the Defendants/Respondents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of
December, 2015.



Mr. Sun Chun

Sworn to and subscribed before me
This 15 day of December, 2015.


Notary Public



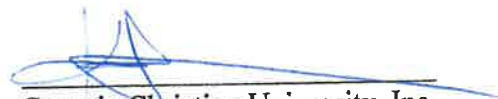
Approved by:


Paul J. Sharman

Attorney for Plaintiff/Claimant

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of

December, 2015.


Georgia Christian University, Inc.
By its President, Dr. Paul Kim

Sworn to and subscribed before me
This 29th day of December, 2015



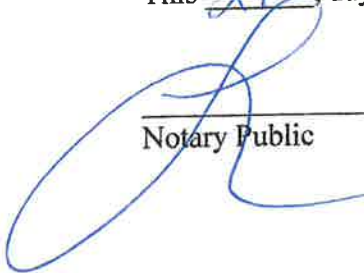
Notary Public



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of December, 2015.


Dr. Paul Kim

Sworn to and Subscribed before me
This 29th day of December, 2015.



Notary Public



Approved by:

Richard S. Jaffe
Richard S. Jaffe

Attorney for Defendants